

**MEMORANDUM OF UNDERSTANDING  
BETWEEN  
HOMELAND SECURITY AND EMERGENCY MANAGEMENT AGENCY  
AND  
METROPOLITAN POLICE DEPARTMENT**

**I. INTRODUCTION**

This Memorandum of Understanding ("MOU") is entered into between the District of Columbia HOMELAND SECURITY AND EMERGENCY MANAGEMENT AGENCY, the buyer agency ("Buyer") and the METROPOLITAN POLICE DEPARTMENT, the seller agency ("Seller"), collectively referred to herein as the "Parties."

HOMELAND SECURITY AND EMERGENCY MANAGEMENT AGENCY has requested the services of the METROPOLITAN POLICE DEPARTMENT to administer the Buffer Zone Protection Program project in accordance with sub grant agreement 1BZPP8, hereby incorporated in this MOU by reference.

**II. PROGRAM GOALS AND OBJECTIVES**

Buyer is the designated State Administrative Agency (SAA) for the National Capital Region (NCR) and the District for Homeland Security Grants. The Buyer is responsible for administering a number of federally funded programs, including:

- A. Homeland Security Grant Program
- B. Emergency Communications Grant Program
- C. Interoperable Emergency Communications Grant Program
- D. Regional Catastrophic Preparedness Grant Program
- E. Community Assistance Grant Program
- F. Buffer Zone Protection Program
- G. Nonprofit Security Grant Program
- H. Transit Security Grant Program
- I. Transit Security Grant Program Supplemental

The Buyer is providing the Seller funds to administer the Pre-Hospital Situational Awareness System project, which is funded through the FY08 Buffer Zone Protection Program.

**III. SCOPE OF SERVICES**

Pursuant to the applicable authorities and in the furtherance of the shared goals of the Parties to carry out the purposes of this MOU expeditiously and economically, the Parties do hereby agree:

**A. RESPONSIBILITIES OF SELLER**

The Seller agrees to be bound by all of the terms and conditions of sub grant agreement 1BZPP8 and accomplish the tasks and deliverables as outlined in the Project Management Plan (PMP).

**B. RESPONSIBILITIES OF BUYER**

The Buyer will be responsible for fulfilling all SAA functions to include program and financial oversight and reimbursement of all approved charges incurred by the Seller for the successful completion of the project.

**Please note: Revenue advances will only be provided once costs are incurred against the established SOAR account and the Seller submits documentation supporting the Intra-District advance (i.e. vouchers, receipts, invoices, paid checks, and payroll registers, etc.). The documentation shall explain the amounts billed for that period. Revenue advances will be withdrawn from the agency if the advance is not properly billed within 5 business days.**

#### **IV. DURATION OF MOU**

- A. The period of this MOU shall be from September 1, 2008, through August 31, 2010, unless terminated in writing by the Parties prior to the expiration.

#### **V. AUTHORITY FOR MOU**

D.C. Official Code § 1-301.01(k)

#### **VI. FUNDING PROVISIONS**

##### **A. COST OF SERVICES**

1. Total cost for goods and services under this MOU shall not exceed \$1,172,000 for Fiscal Year 2010. Funding for the goods and services shall not exceed the actual cost of the goods and services, including labor, materials and overhead. This funding will be spent in accordance with the budget outlined in the PMP.
2. In the event of termination of the MOU, payment to Seller shall be held in abeyance until all required fiscal reconciliation, but not longer than September 30 of the current fiscal year.

##### **B. PAYMENT**

1. Payment for the goods and services shall be made through an Intra-District advance by Buyer to Seller based on the total amount of this MOU.
2. Seller shall submit itemized invoices for each completed service request which shall explain the amounts billed for that period. The invoices shall include: (1) List of materials and their costs; (2) Labor costs including hourly rates for all laborers and (3) reasonable overhead.
3. Advances to Seller for the services to be performed/goods to be provided shall not exceed the amount of this MOU.
4. Seller will relieve the advance and bill Buyer through the Intra-District process only for those goods or services actually provided pursuant to the terms of this MOU. Seller will notify Buyer within forty-five (45) days of the current fiscal year if it has

reason to believe that all of the advance will not be billed during the current fiscal year. Seller shall return any excess advance to Buyer by September 30 of the current fiscal year.

5. The Parties' Directors or their designees shall resolve all adjustments and disputes arising from services performed under this MOU. In the event that the Parties are unable to resolve a financial issue, the matter shall be referred to the D.C. Office of Financial Operations and Systems.

### **C. ANTI-DEFICIENCY CONSIDERATIONS**

The Parties acknowledge and agree that their respective obligations to fulfill financial obligations of any kind pursuant to any and all provisions of this MOU, or any subsequent agreement entered into by the parties pursuant to this MOU, are and shall remain subject to the provisions of (i) the federal Anti-Deficiency Act, 31 U.S.C. §§1341, 1342, 1349, 1351, (ii) the District of Columbia Anti-Deficiency Act, D.C. Official Code §§ 47-355.01-355.08 (2001), (iii) D.C. Official Code § 47-105 (2001), and (iv) D.C. Official Code § 1-204.46 (2006 Supp.), as the foregoing statutes may be amended from time to time, regardless of whether a particular obligation has been expressly so conditioned.

### **VII. COMPLIANCE AND MONITORING**

As this MOU is funded by federal funds allocated to the District of Columbia, the Seller will be subject to scheduled and unscheduled monitoring reviews to ensure compliance with all applicable requirements.

### **VIII. RECORDS AND REPORTS**

The Seller shall maintain records and receipts for the expenditure of all funds provided for a period of no less than three years from the date of expiration or termination of the MOU and, upon the District of Columbia's request, make these documents available for inspection by duly authorized representatives of the buyer agency and other officials as may be specified by the District of Columbia at its sole discretion.

### **IX. CONFIDENTIAL INFORMATION**

The Parties to this MOU will use, restrict, safeguard and dispose of all information related to services provided by this MOU, in accordance with all relevant federal and local statutes, regulations, policies. Information received by either Party in the performance of responsibilities associated with the performance of this MOU shall remain the property of Buyer.

### **X. MODIFICATIONS**

The terms and conditions of this MOU may be modified only upon prior written agreement by the Parties.

### **XI. PROCUREMENT PRACTICES ACT**

If a District of Columbia agency or instrumentality plans to utilize the goods or services of an agent or third party (e.g., contractor, consultant) to provide any of the goods or services specified under this MOU, then the agency or instrumentality shall abide by the provisions of the District of Columbia Procurement Practices Act of 1985 (D.C. Official Code § 2-301.01 *et seq.*) to procure the goods or services of the agent or third party.

## **XII. MISCELLANEOUS**

The Parties shall comply with all applicable laws, rules and regulations whether now in force or hereafter enacted or promulgated.

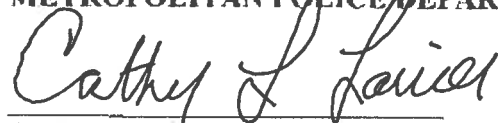
**IN WITNESS WHEREOF**, the Parties hereto have executed this MOU as follows:

### **HOMELAND SECURITY AND EMERGENCY MANAGEMENT AGENCY**

  
\_\_\_\_\_  
Millicent D. Williams  
Director

Date: 3/24/10

### **METROPOLITAN POLICE DEPARTMENT**

  
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Cathy L. Lanier  
Chief

Date: APR - 1 2010